

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s):	Mosleh et al.	Confirmation No.:	8955
Serial No.:	09/385,299	Art Unit:	2164
Filed:	August 30, 1999	Examiner:	RIMELL, SAMUEL G
Title:	METHOD AND APPARATUS FOR INTEGRATED COMMUNICATION SERVICES PROVISIONING FOR HEALTHCARE COMMUNITY		

**PETITION UNDER 37 C.F.R. § 1.47(a)**

Commissioner of Patents and Trademarks  
PO Box 1450  
Alexandria, VA 22313-1450

Sir:

The undersigned submits an executed Declaration by all the inventors except Ali Mosleh. The below petition under the provisions of 37 C.F.R. § 1.47(a) on behalf of the Assignee, Verizon Laboratories Inc., is submitted in lieu of an executed Declaration by Ali Mosleh.

**Petition:**

Ali Mosleh is named as the joint inventor in the above-referenced application and is a former employee of the Assignee. Proof of proprietary interest in the form of an employment agreement dated September 25, 1991, to GTE Laboratories Incorporated is attached herewith along with a subsequent change of name to Verizon Laboratories Inc. (Exhibit A).

On March 30, 2007, a *bona fide* attempt was made to present a copy of the above-referenced application along with a Declaration which were sent via Federal Express courier to Mr. Mosleh at his home address. A copy of the cover letter, Declaration and Federal Express shipping label is attached herewith (Exhibit B). This letter stipulates a response due date of April 12, 2007, by Mr. Mosleh. MPEP 409.03(d)

The last known address for Ali Mosleh is as follows:

65 Farrington Lane  
Marlboro, MA 01752

The available joint inventor, Richard A. Stanley, has executed a Declaration and Power of Attorney on his own behalf as required by 37 CFR § 1.63 (Exhibit C). This Declaration signed by all the available inventors with the signature block for Ali Mosleh, the nonsigning inventor,

should be treated as having been signed by all the available inventors on behalf of the nonsigning inventor. MPEP 409.03(a)

The undersigned believes that the application should be granted status under 37 CFR 1.47(a) and be allowed to proceed with or without the cooperation of Ali Mosleh. The undersigned believes that such action is necessary and appropriate to preserve the rights of the Assignee at least and to prevent irreparable loss of intellectual property ownership or other benefits.

A petition fee of \$130.00 and late filing of the Declaration surcharge of \$130.00 is hereby authorized to be charged to Deposit Account 13-2491. Any other fees under 37 CFR 1.16 or 1.17 required to avoid abandonment of this Application are also hereby authorized to be charged to Deposit Account 13-2491.

In view of the fact that Ali Mosleh has received a copy of the Application and Declaration, that the Declaration executed by all the available inventors is an acceptable Declaration under 37 C.F.R. § 1.63, that the appropriate petition fee under 37 CFR § 1.17(h) is provided, and that Ali Mosleh's last known address has been provided, the granting of this Petition is respectfully requested.

Respectfully submitted,

Date: April 13, 2007

/Eden U.I. Stright/  
Eden U.I. Stright  
Registration No. 51,205

Verizon  
1515 Courthouse Road, Suite 500  
Arlington, VA 22201-2909  
Tel: 703.351.3586  
Fax: 703.351.3665

**EXHIBIT A**

PROPRIETARY PROPERTY RIGHTS  
AGREEMENT

In consideration of my employment, or, if now employed, the continuation of my employment by GTE LABORATORIES INCORPORATED, or any of its subsidiaries, or any other corporation controlled directly or indirectly by GTE Corporation (referred to collectively hereinafter as "GTE"), I agree that:

1. I will disclose to GTE all proprietary property, including ideas, concepts, inventions, software, writings, mask works, processes, and/or improvements, whether patentable or unpatentable, made or conceived by me either solely or jointly with others during my employment by GTE and along the line of the businesses and investigations of GTE or resulting from or suggested by any work which I may do for GTE or at GTE's request.
2. I will assign and hereby do assign to GTE (or to GTE's nominees) my entire right, title, and interest in all such proprietary property and in all patent applications covering such proprietary property. Notwithstanding the preceding sentence, any such proprietary property protectable under copyright law shall be considered a "work made for hire." To the extent that such proprietary property is protectable under copyright law, but does not constitute a "work made for hire," I will assign and hereby do assign to GTE (or to GTE's nominees) my entire right, title, and interest in all copyrights in such proprietary property.
3. My obligation to assign rights to GTE under the preceding Paragraph 2 shall not include any rights in proprietary property developed entirely on my own time and without the use of any GTE facilities or resources unless (a) the proprietary property so developed relates directly to any present business of GTE or to any actual or demonstrably anticipated business or investigation of GTE, or (b) the proprietary property so developed results from any work performed by me for GTE.
4. I will, both during and after my employment by GTE, assist GTE, at GTE's expense, in obtaining and enforcing any legal rights in proprietary property assigned or to be assigned to GTE or entrusted to GTE by any third party.
5. I will, both during and after my employment by GTE, neither disclose to any other person or company without the permission of GTE nor use for any unauthorized purpose any confidential or proprietary information, including technical and business information of GTE or entrusted to GTE by any third party.
6. Upon termination of my employment with GTE, I will not take from GTE any material, tangible or intangible, containing

confidential or proprietary information of GTE or entrusted to GTE by any third party. Prior to such termination, I will return or deliver to GTE all such materials.

7. This Agreement shall not prejudice any rights of ownership that I had prior to my employment by GTE and now have in the following invention(s) set forth in full in the attached signed disclosure(s) bearing the following title(s):
- \_\_\_\_\_
- \_\_\_\_\_

(if none, insert NONE)

8. I acknowledge that GTE requires that, in the performance of my duties for GTE, I shall not disclose or use any trade secrets or proprietary information of others. Accordingly, I agree not to disclose or use, in the performance of my duties for GTE, trade secrets or proprietary information in violation of the rights of others.
9. If any provision of this Agreement is held to be void or unenforceable for any reason, such provision shall be disregarded and shall not affect any other provision of this Agreement, or a court may interpret such provision to be valid and enforceable to the extent permitted by law.
10. This Agreement shall be binding on my executors, administrators, representatives, and assigns.
11. This Agreement supersedes any prior agreement that I have as an employee of GTE covering proprietary property and/or confidential and proprietary information.
12. I acknowledge that this Agreement is not intended and does not constitute a contract between me and GTE limiting the right of either of us to terminate my employment for any reason, with or without notice.

IN WITNESS WHEREOF, I, \_\_\_\_\_

ALF MOSLEY  
(PRINT NAME)

have executed this Agreement on \_\_\_\_\_

Sept. 25, 1991

ALF Mosley  
(SIGNATURE)

WITNESS:

BY \_\_\_\_\_

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GTE LABORATORIES INCORPORATED", CHANGING ITS NAME FROM "GTE LABORATORIES INCORPORATED" TO "VERIZON LABORATORIES INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE, A.D. 2000, AT 1 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

0545412 8100

001336092

AUTHENTICATION:

0538149

DATE:

07-05-00

**CERTIFICATE OF AMENDMENT  
OF  
RESTATED CERTIFICATE OF INCORPORATION  
OF  
GTE LABORATORIES INCORPORATED**

GTE Laboratories Incorporated (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, HEREBY DOES CERTIFY:

FIRST: That the Board of Directors of said Corporation, by unanimous consent effective June 23, 2000, adopted the following resolution advising that the Restated Certificate of Incorporation of said Corporation be amended:

RESOLVED, that the Restated Certificate of Incorporation of this Company be amended, as follows:

Paragraph FIRST is amended to read: "The name of the corporation is Verizon Laboratories Inc."

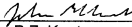
and that it be submitted to the stockholder for consideration.

SECOND: That in lieu of a meeting and vote of stockholder, the stockholder has given unanimous written consent to said amendment in accordance with the provisions of Section 228(a) of the General Corporation Law of the State of Delaware.


THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by John P.Z. Kent, its Vice President-Taxes and attested by Londa C. Perrett, its Assistant Secretary, this 28<sup>th</sup> day of June, 2000.

GTE LABORATORIES INCORPORATED

By:   
John P.Z. Kent  
Vice President-Taxes

ATTEST:

  
Londa C. Perrett  
Assistant Secretary

**EXHIBIT B**



Eden U.I. Stright  
Specialist - Patent Agent



March 29, 2007

1515 Courthouse Road  
Arlington, VA 22201

Mr. Ali Mosleh  
65 Farrington Lane  
Marlboro, MA 01752

Phone 703 351-3586  
Fax 703 351-3665  
eden.stright@verizon.com

Re: Your Patent Applications  
"Method And Apparatus For Integrated Communication  
Services Provisioning For Healthcare Community"  
Docket No.: 93-3-513/93-3-513D1

Dear Mr. Mosleh:

We are contact you in regards to a patent applications entitled "Method And Apparatus For Integrated Communication Services Provisioning For Healthcare Community". You are named as an inventor in this application and consequently the United States Patent and Trademark Office (USPTO) is now requesting that we submit the required formal papers with your signature.

We have enclosed a copy of the patent application, including the specification, claims, and drawings. Please review the documents and sign and date the enclosed Declaration and Assignment forms where your name is listed. So that we may respond to the USPTO in a timely fashion, please promptly complete and return the signed forms to us in the self-addressed stamped envelop.

If we do not receive some form of response from you by April 12, 2007, we will assume that you are either unable or unwilling to cooperate in further supporting this patent application.

In accordance with our duty of disclosure to the U.S. Patent and Trademark Office, if you or any one substantively involved in the application is aware of any information, such as other patent applications, patents or technical documents, not already called to our attention, which is relevant to the subject matter or examination of the application, please provide us with such information so that we may submit it to the U.S. Patent and Trademark Office for their consideration.

Should you have any questions about any of the above, please contact me at 703.351.3586.  
Thanks in advance for handling this promptly.

Best regards,

A handwritten signature in black ink, appearing to read "Eden Stright", written over a horizontal line.

Eden U.I. Stright

Enclosures

## DECLARATION AND POWER OF ATTORNEY FOR UTILITY PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, mailing address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

### Method and Apparatus for Integrated Communication Services Provisioning for Health Care Community

the specification of which

☐ is attached hereto

☒ was filed on August 30, 1999, as United States Application Number 09/385,299.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR § 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national application or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. § 119 (a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

#### Prior Foreign Application(s)

#### Priority Claimed

(number) (country) (date filed)

yes no

(number) (country) (date filed)

yes no

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below.

(Application Number(s))

(Filing Date mm/dd/yy)

I hereby appoint practitioners at Customer No. **25537** which include: Leonard Suchyta, Reg. No. 25707; Joseph Palmieri, Reg. No. 40,760; David J. O'Neill, Reg. 42,953; Michael A. Wrenn, Reg. No. 42,237, as attorneys; and, Frank A. McKiel, Jr., Reg. No. 43,792, and Eden U.I. Stright, Reg. No. 51,205, as patent agents with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, of whom I acknowledge as legal representatives of the Assignee acting on the Assignee's behalf.

Send correspondence to:  
Customer Number: **25537**

Verizon Legal Department  
Patent Management Group  
1515 Courthouse Road, Suite 500  
Arlington, VA 22201-2909

Direct Telephone Calls To:  
703.351.3586

I hereby declare that all statements made herein of my knowledge are true and that all statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of Sole or First Inventor: **Ali Mosleh**  
Citizenship: **US**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of Additional Joint Inventor, if any: **Richard A. Stanley**  
Citizenship: **US**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

From: Origin ID: LVLA (703)351-1292  
Eden U.I. Strait  
Verizon Legal Arlington  
1515 N. Courthouse Road  
Suite 500  
Arlington, VA 22201



CL9802387/0203

SHIP TO: (703)351-1292

BILL SENDER

**Mr. Ali Mosleh****Farrington Lane****Marlboro, MA 01752**

Ship Date: 29MAR07  
ActWgt: 1.13  
System#: 9868142/INET2600  
Account#: S \*\*\*\*\*

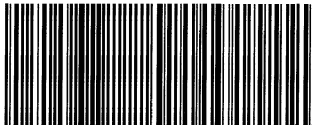
Delivery Address Bar Code



Ref # 93-3-513/93-3-513D1  
Invoice #  
PO #  
Dept #

**STANDARD OVERNIGHT****FRI**

Deliver By:  
30MAR07

TRK# **7929 5946 9846**FORM  
0201**BOS****A4****01752 -MA-US****ZB BBFA**

Shipping Label: Your shipment is complete

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**EXHIBIT C**